

STATE OF TENNESSEE
DEPARTMENT OF FINANCIAL INSTITUTIONS

IN THE MATTER OF:)	
)	
CAROL L. MOORE, individually and d/b/a))	TDFI NO.: 09-27-C
MICHIGAN AVENUE TITLE PAWN and))	
d/b/a FAST CASH ADVANCE,)	
)	
Respondent.)	

EMERGENCY CEASE AND DESIST ORDER

The Commissioner of the Tennessee Department of Financial Institutions (hereinafter "Commissioner"), having determined that Carol L. Moore (hereinafter "Respondent"), individually and d/b/a Michigan Avenue Title Pawn and d/b/a Fast Cash Advance, has violated the "Tennessee Title Pledge Act" (hereinafter "Title Pledge Act"), Tennessee Code Annotated Sections (hereinafter "TENN. CODE ANN. §§") 45-15-101, *et seq.*, and has violated the "Deferred Presentment Services Act" (hereinafter "Deferred Presentment Act"), TENN. CODE ANN. §§ 45-17-101, *et seq.*, and that extraordinary circumstances require immediate action in this matter, hereby issues the following EMERGENCY CEASE AND DESIST ORDER pursuant to TENN. CODE ANN. § 45-1-107(a)(4), TENN. CODE ANN. § 45-1-107(c), TENN. CODE ANN. § 45-15-105, TENN. CODE ANN. § 45-15-118(a)(1), TENN. CODE ANN. § 45-15-118(b)(3), TENN. CODE ANN. § 45-17-103, TENN. CODE ANN. § 45-17-110, TENN. CODE ANN. § 45-17-115(1), and TENN. CODE ANN. § 45-17-116(c).

JURISDICTION AND IDENTIFICATION OF THE PARTIES

1. TENN. CODE ANN. § 45-1-104 provides that the Tennessee Department of Financial Institutions (hereinafter “Department”) is charged with the execution of all laws relative to persons doing or engaged in a banking or other business as provided in Title 45 (Banks and Financial Institutions).

2. TENN. CODE ANN. § 45-1-107(a)(4) provides that, in addition to other powers conferred by Title 45 (Banks and Financial Institutions), the Commissioner has the authority to order any person to cease violating a provision of Title 45 (Banks and Financial Institutions) or lawful regulation issued under Title 45 (Banks and Financial Institutions). Pursuant to TENN. CODE ANN. § 45-1-107(c), notice and opportunity for a hearing shall be provided in advance of the Commissioner issuing such an order, except that in cases involving extraordinary circumstances requiring immediate action, the Commissioner may take such action but shall promptly afford a subsequent hearing upon application to rescind the action taken.

3. The Commissioner is responsible for the administration, enforcement, and interpretation of the Title Pledge Act, and any regulations promulgated pursuant to the Title Pledge Act. TENN. CODE ANN. §§ 45-15-101, *et seq.*

4. Pursuant to TENN. CODE ANN. § 45-15-118(a)(1) of the Title Pledge Act, if, after notice and opportunity for a hearing, the Commissioner finds that a person has violated the Title Pledge Act or any administrative regulation issued pursuant to the Title Pledge Act, the Commissioner has the authority to order the person to cease and desist violating the Title Pledge Act or any administrative rules issued pursuant to the Title Pledge Act. However, in cases involving extraordinary circumstances requiring

immediate action, the Commissioner may take such action without providing the opportunity for a prior hearing pursuant to TENN. CODE ANN. § 45-15-118(b)(3) of the Title Pledge Act. In such circumstances, the Commissioner shall promptly afford a subsequent hearing upon an application to rescind the action that is filed with the Commissioner within twenty (20) days after receipt of the notice of the Commissioner's emergency action pursuant to TENN. CODE ANN. § 45-15-118(b)(3).

5. The Commissioner is responsible for the administration, enforcement, and interpretation of the Deferred Presentment Act, and any regulations promulgated pursuant to the Deferred Presentment Act. TENN. CODE ANN. §§ 45-17-101, *et seq.*

6. Pursuant to TENN. CODE ANN. § 45-17-115(1) of the Deferred Presentment Act, if, after notice and opportunity for a hearing, the Commissioner finds that a person has violated the Deferred Presentment Act or any administrative regulation issued pursuant to the Deferred Presentment Act, the Commissioner has the authority to order the person to cease and desist violating the Deferred Presentment Act or any administrative rules issued pursuant to the Deferred Presentment Act. However, in cases involving extraordinary circumstances requiring immediate action, the Commissioner may take such action without providing the opportunity for a prior hearing pursuant to TENN. CODE ANN. § 45-17-116(c) of the Deferred Presentment Act. In such circumstances, the Commissioner shall promptly afford a subsequent hearing upon an application to rescind the action that is filed with the Commissioner within twenty (20) days after receipt of the notice of the Commissioner's emergency action pursuant to TENN. CODE ANN. § 45-17-116(c).

7. The Respondent owns and operates, or at all times pertinent herein, owned and operated a sole proprietorship identified as Michigan Avenue Title Pawn at 3917 Michigan Avenue Road NE, Cleveland, Tennessee 37323.

8. The Respondent owns and operates, or at all times pertinent herein, owned and operated a sole proprietorship identified as Fast Cash Advance at 3917 Michigan Avenue Road NE, Cleveland, Tennessee 37323.

9. The Commissioner has never issued the Respondent a license to lawfully engage in the business of title pledge lending in the state of Tennessee.

10. The Commissioner issued the Respondent a license (license number 2353) to lawfully engage in the business of deferred presentment services in the state of Tennessee on November 29, 2001 (11/29/01). The Respondent's address of record with the Department was 3917 Michigan Avenue Road NE, Cleveland, Tennessee 37323.

11. Pursuant to TENN. CODE ANN. § 45-17-110 of the Deferred Presentment Act, the Respondent's license (license number 2353) expired on September 30, 2005 (09/30/05) because the Respondent failed to renew her license. The Respondent failed to renew her license because she failed to file a licensure renewal application and failed to pay the licensure renewal fee by September 1, 2005 (09/01/05), as required by TENN. CODE ANN. § 45-17-110.

FACTUAL ALLEGATIONS

12. At all times pertinent herein, the Respondent did not possess a license from the Commissioner to lawfully engage in the business of title pledge lending in the state of Tennessee.

13. At all times pertinent herein, the Respondent did not possess a license from the Commissioner to lawfully engage in the business of deferred presentment services in the state of Tennessee.

14. On February 4, 2009 (02/04/09), Compliance Examiner-in-Charge Keith Sharp (hereinafter "Sharp") conducted an examination of the Respondent at 3917 Michigan Avenue Road NE, Cleveland, Tennessee, 37323, pursuant to the Title Pledge Act.

15. During the course of the examination referenced in paragraph fourteen (14), Sharp uncovered evidence that the Respondent had engaged in the business of title pledge lending in the state of Tennessee despite the fact that the Commissioner had never issued her a Tennessee title pledge lender's license.

16. Specifically, pursuant to the examination referenced in paragraph fourteen (14), Sharp documented a total of fifteen (15) title pledge agreements covering the approximate time period of November 1, 2005 (11/01/05) through February 4, 2009 (02/04/09). Approximately four (4) of the fifteen (15) title pledge agreements were still active as of the date of the examination (02/04/09). The Respondent had entered into a new title pledge agreement with borrower "T.W." (*initials are used to identify the borrower in order to protect confidentiality*) as recent as January 27, 2009 (01/27/09).

17. In addition, pursuant to the examination referenced in paragraph fourteen (14), Sharp documented evidence that the Respondent was advertising her title pledge lending business in the community. For example, Sharp documented signs advertising “Michigan Ave. Title Pawn Free Interest First Month,” “Title Pawn First 30 Days Interest Free,” and “Title Pawn Cars, Trucks, Boats, Etc.,” in connection with the Respondent’s title pledge lending business.

18. Pursuant to the examination referenced in paragraph fourteen (14), Sharp drafted an examination report that included a “Violations from Examination” section. According to said examination report, under the “Violations from Examination” section, Sharp specifically noted “Fast Cash Advance (Michigan Avenue Title Pawn) has engaged in the business of title pledge lending without having first obtained a license. This company has been engaging in the title pledge activity since November 1, 2005 without a license from the Department. The examiners reviewed all files and found four (4) current title pledge agreements and eleven (11) paid-out agreements from November 1, 2005 to present....”

19. The examination report referenced in paragraph eighteen (18) was signed by Sharp and by an individual named Evelyn Johnson (hereinafter “Johnson”) on February 4, 2009 (02/04/09). According to said examination report, Johnson was the Respondent’s Branch Manager at the time of the examination. Johnson was served with a copy of the examination report, via hand-delivery, on said date.

20. On February 4, 2009 (02/04/09), Compliance Examiner-in-Charge Sharp conducted an examination of the Respondent at 3917 Michigan Avenue Road NE, Cleveland, Tennessee, 37323, pursuant to the Deferred Presentment Act.

21. During the course of the examination referenced in paragraph twenty (20), Sharp uncovered evidence that the Respondent had continued to engage in the business of deferred presentment services in the state of Tennessee despite the fact that the Respondent's license (license number 2353) had expired on September 30, 2005 (09/30/05).

22. Specifically, pursuant to the examination referenced in paragraph twenty (20), Sharp documented approximately ten (10) unlicensed deferred presentment transactions covering the time period October 1, 2005 (10/01/05) through February 4, 2009 (02/04/09). Additionally, the evidence gathered indicated that the Respondent had contracted for approximately three hundred thirty dollars (\$330.00) in fees during said time period. The Respondent had entered into a new deferred presentment services agreement with borrower "C.T." (*initials are used to identify the borrower in order to protect confidentiality*) as recent as January 17, 2009 (01/17/09).

23. In addition, pursuant to the examination referenced in paragraph twenty (20), Sharp documented a deferred presentment services fee schedule on Fast Cash Advance letterhead. Specifically, said fee schedule stated "[w]e can hold your personal check and give you cash right on the spot" and "[w]e hold your personal check for 14 days."

24. Pursuant to the examination referenced in paragraph twenty (20), Sharp drafted an examination report that included a "Violations from Examination" section. According to said examination report, under the "Violations from Examination" section, Sharp specifically noted "Fast Cash Advance has engaged in the business of deferred presentment services without having first obtained a license. Fast Cash Advance has not

been licensed with the Department since September 30, 2005. Its license expired on September 30, 2005. Fast Cash Advance continued to operate once their license expired....”

25. The examination report referenced in paragraph twenty-four (24) was signed by Sharp and by Johnson on February 4, 2009 (02/04/09). According to said examination report, Johnson was the Respondent’s Representative at the time of the examination. Johnson was served with a copy of the examination report, via hand-delivery, on said date.

26. Subsequent to the examinations referenced in paragraphs fourteen (14) and twenty (20), the Department received two (2) written statements from the Respondent addressing the alleged examination violations. According to said written statements, the Respondent claimed that she was unaware of her legal obligation to obtain a license from the Commissioner prior to engaging in the business of title pledge lending in the state of Tennessee. In addition, according to said written statements, the Respondent stated that “...we would personally loan to a few old customers out of our pocket. Some would pay back and some never did. We never took any checks to the bank, or did a contract on them.”

27. On May 29, 2009 (05/29/09), Sharp conducted a follow-up examination of the Respondent at 3917 Michigan Avenue Road NE, Cleveland, Tennessee, 37323, pursuant to the Title Pledge Act.

28. During the course of the follow-up examination referenced in paragraph twenty-seven (27), Sharp uncovered evidence that the Respondent had continued to engage in the business of title pledge lending in the state of Tennessee despite the fact

that the Respondent had previously been cited by the Department for violating the Title Pledge Act with regards to the licensure issue during the course of the examination referenced in paragraph fourteen (14).

29. Specifically, pursuant to the follow-up examination referenced in paragraph twenty-seven (27), Sharp photocopied five (5) receipts documenting payments on active title pledge agreements. Specifically, according to one (1) receipt, borrower "H.W." (*initials are used to identify the borrower in order to protect confidentiality*) made a payment in the amount of one hundred dollars (\$100.00) on April 2, 2009 (04/02/09). Said receipt was marked "TP Renewal."

30. In addition, pursuant to the follow-up examination referenced in paragraph twenty-seven (27), Sharp specifically noted that the Respondent had continued to advertise her title pledge business in the community and had failed to take any remedial action with regards to the signage referenced in paragraph seventeen (17).

31. Pursuant to the follow-up examination referenced in paragraph twenty-seven (27), Sharp drafted an examination report that included a "Violations from Examination" section. According to said examination report, under the "Violations from Examination" section, Sharp specifically noted "...[e]xaminers found during the course of the examination today, receipts showing this company has continued to engage in title pledge transactions without having obtained a license from the Department...No other documentation was provided to the examiners today, except for the receipts. The manager stated that after the last examination, all records, except for the paid out accounts were taken by the owners to their home in Georgia."

32. The examination report referenced in paragraph thirty-one (31) was signed by Sharp and by Johnson on May 29, 2009 (05/29/09). According to said examination report, Johnson was the Respondent's Branch Manager at the time of the follow-up examination. Johnson was served with a copy of the examination report, via hand-delivery, on said date.

33. On May 29, 2009 (05/29/09), Sharp conducted a follow-up examination of the Respondent at 3917 Michigan Avenue Road NE, Cleveland, Tennessee, 37323, pursuant to the Deferred Presentment Act.

34. During the course of the follow-up examination referenced in paragraph thirty-three (33), Sharp uncovered evidence that the Respondent had continued to engage in the business of deferred presentment services in the state of Tennessee despite the fact that the Respondent had previously been cited by the Department for violating the Deferred Presentment Act with regards to the licensure issue during the course of the examination referenced in paragraph twenty (20).

35. Specifically, pursuant to the follow-up examination referenced in paragraph thirty-three (33), Sharp photocopied a receipt documenting a payment on an active deferred presentment services agreement. Specifically, according to said receipt, borrower "R.H." (*initials are used to identify the borrower in order to protect confidentiality*) made a payment in the amount of thirty dollars (\$30.00) on April 14, 2009 (04/14/09). Borrower "R.H." was one (1) of the ten (10) borrowers previously identified during the course of the examination on February 4, 2009 (02/04/09).

36. Pursuant to the follow-up examination referenced in paragraph thirty-three (33), Sharp drafted an examination report that included a “Violations from Examination” section. According to said examination report, under the “Violations from Examination” section, Sharp specifically noted “[n]o other documentation was provided to the examiners today, except for the receipt. The manager stated that after the last examination, all records, except for the paid out accounts were taken by the owners to their home in Georgia.”

37. The examination report referenced in paragraph thirty-six (36) was signed by Sharp and by Johnson on May 29, 2009 (05/29/09). According to said examination report, Johnson was the Respondent’s Representative at the time of the follow-up examination. Johnson was served with a copy of the examination report, via hand-delivery, on said date.

38. On or about June 8, 2009 (06/08/09), counsel for the Department received a facsimile from the Respondent concerning the alleged examination violations. According to said facsimile, the Respondent is still collecting payments, or attempting to collect payments, on three (3) title pledge agreements and is still holding five (5) checks in her possession.

39. The aforementioned pattern of engaging in the businesses of title pledge lending and deferred presentment services without having first obtained licenses from the Commissioner is an indicator that the Respondent will continue to unlawfully engage in said businesses in the state of Tennessee in the future.

CAUSES OF ACTION

40. The factual allegations as stated in paragraphs twelve (12) through thirty-nine (39) of this EMERGENCY CEASE AND DESIST ORDER, incorporated by reference as though specifically set forth herein, are sufficient to establish by a preponderance of the evidence that the Respondent has violated TENN. CODE ANN. § 45-15-105(a) of the Title Pledge Act, in that the Respondent has engaged in the business of title pledge lending in the state of Tennessee without having first obtained a title pledge lender's license from the Commissioner.

41. The factual allegations as stated in paragraphs twelve (12) through thirty-nine (39) of this EMERGENCY CEASE AND DESIST ORDER, incorporated by reference as though specifically set forth herein, are sufficient to establish by a preponderance of the evidence that extraordinary circumstances require immediate action pursuant to TENN. CODE ANN. § 45-1-107(c) and TENN. CODE ANN. § 45-15-118(b)(3) of the Title Pledge Act.

42. The factual allegations as stated in paragraphs twelve (12) through thirty-nine (39) of this EMERGENCY CEASE AND DESIST ORDER, incorporated by reference as though specifically set forth herein, are sufficient to establish by a preponderance of the evidence that the Respondent has violated TENN. CODE ANN. § 45-17-103 of the Deferred Presentment Act, in that the Respondent has engaged in the business of deferred presentment services in the state of Tennessee without having first obtained a deferred presentment services license from the Commissioner.

43. The factual allegations as stated in paragraphs twelve (12) through thirty-nine (39) of this EMERGENCY CEASE AND DESIST ORDER, incorporated by reference as though specifically set forth herein, are sufficient to establish by a preponderance of the evidence that extraordinary circumstances require immediate action pursuant to TENN. CODE ANN. § 45-1-107(c) and TENN. CODE ANN. § 45-17-116(c) of the Deferred Presentment Act.

POLICY STATEMENT

44. TENN. CODE ANN. § 45-15-105(a) of the Title Pledge Act states that no person shall engage in the business of title pledge lending in this state without having first obtained a license from the Department. A separate license is required for each location from which the business is conducted.

45. TENN. CODE ANN. § 45-15-105(b) of the Title Pledge Act states that any title pledge agreement entered into without a title pledge lender's license is void as a matter of law, in which case the unlicensed lender making the loan forfeits the right to collect any moneys, including principal, interest, and any fees paid by the pledgor in connection with the title pledge agreement.

46. In order to qualify for a title pledge lender's license, TENN. CODE ANN. § 45-15-106(a)(2) of the Title Pledge Act requires an applicant to demonstrate the financial responsibility, financial condition, business experience, character, and general fitness sufficient enough to reasonably warrant the belief that the applicant's business will be conducted lawfully and fairly.

47. TENN. CODE ANN. § 45-15-106(a)(1) of the Title Pledge Act requires an applicant seeking a title pledge lender's license to demonstrate a tangible net worth, which comprises tangible assets less liabilities, of not less than seventy-five thousand dollars (\$75,000.00) for each location.

48. TENN. CODE ANN. § 45-15-106(d)(3) of the Title Pledge Act requires an applicant seeking a title pledge lender's license to obtain a surety bond or an irrevocable letter of credit, in the amount of twenty-five thousand dollars (\$25,000.00) per location, for the benefit of any person who is injured by the fraud, misrepresentation, breach of contract, financial failure, or violation of the Title Pledge Act.

49. TENN. CODE ANN. § 45-15-117 of the Title Pledge Act states that "[a]ny person who intentionally violates any provision of this chapter commits a Class A misdemeanor."

50. TENN. CODE ANN. § 45-17-103 of the Deferred Presentment Act states that no person shall engage in the business of deferred presentment services without having first obtained a license from the Department. A separate license shall be required for each location from which the business is conducted.

51. In order to qualify for a deferred presentment services license, TENN. CODE ANN. § 45-17-104(a)(2) of the Deferred Presentment Act requires an applicant to demonstrate the financial responsibility, financial condition, business experience, character, and general fitness sufficient enough to reasonably warrant the belief that the applicant's business will be conducted lawfully and fairly.

52. Additionally, TENN. CODE ANN. § 45-17-104(a)(1) of the Deferred Presentment Act requires an applicant seeking a deferred presentment services license to demonstrate a minimum net worth, determined in accordance with generally accepted accounting principles, of at least twenty-five thousand dollars (\$25,000.00) available for the operation of each location.

53. The factual allegations as stated in paragraphs twelve (12) through thirty-nine (39) of this EMERGENCY CEASE AND DESIST ORDER, incorporated by reference as though specifically set forth herein, are sufficient to establish by a preponderance of the evidence that the Respondent has violated TENN. CODE ANN. § 45-15-105(a) of the Title Pledge Act and TENN. CODE ANN. § 45-17-103 of the Deferred Presentment Act, by engaging in the businesses of title pledge lending and deferred presentment services in the state of Tennessee without having first obtained the required licenses from the Commissioner. Said violations have deprived the Commissioner of the opportunity to determine whether the Respondent has the requisite financial responsibility, financial condition, business experience, character, and general fitness sufficient enough to reasonably warrant the belief that her business will be conducted lawfully and fairly, as well as the opportunity to determine whether the Respondent has satisfied the statutorily mandated minimum net worth requirements and the surety bond/irrevocable letter of credit requirement. Consequently, the Commissioner has been deprived of the opportunity to make an informed determination of whether to grant the Respondent licenses under the Title Pledge Act and the Deferred Presentment Act prior to doing business with Tennessee consumers.

EMERGENCY RELIEF

54. Having considered the factual allegations contained herein, the Commissioner has determined that the Respondent has violated the Title Pledge Act and the Deferred Presentment Act and that extraordinary circumstances warrant immediate action in this matter.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

a. That the Respondent shall cease and desist immediately from engaging in the business of title pledge lending in the state of Tennessee without a title pledge lender's license pursuant to TENN. CODE ANN. § 45-1-107(a)(4), TENN. CODE ANN. § 45-1-107(c), TENN. CODE ANN. § 45-15-105, TENN. CODE ANN. § 45-15-118(a)(1), and TENN. CODE ANN. § 45-15-118(b)(3). The Respondent shall cease and desist immediately from collecting any moneys, including principal, interest, and any other fees paid by pledgors in connection with any and all title pledge agreements entered into without a license, and/or otherwise is ordered to cease and desist immediately from enforcing said agreements, including but not limited to, the repossession of any and all motor vehicles. The Respondent shall cease and desist immediately from any and all advertising of her title pledge lending business, including but not limited to, removing the signage referenced in paragraph seventeen (17);

b. The Respondent shall cease and desist immediately from engaging in the business of deferred presentment services in the state of Tennessee without a deferred presentment services license pursuant to TENN. CODE ANN. § 45-1-107(a)(4), TENN. CODE ANN. § 45-1-107(c), TENN. CODE ANN. § 45-17-103,

TENN. CODE ANN. § 45-17-110, TENN. CODE ANN. § 45-17-115(1), and TENN. CODE ANN. § 45-17-116(c). The Respondent shall cease and desist immediately from collecting any fees in connection with any and all deferred presentment agreements entered into without a license. The Respondent shall cease and desist immediately from any and all advertising of her deferred presentment services business, including but not limited to, removing the fee schedule referenced in paragraph twenty-three (23); and

c. The provisions of this EMERGENCY CEASE AND DESIST ORDER shall remain in full force and effect unless and until such time as any provision is modified, terminated, suspended or set aside by the Commissioner, an administrative judge, or any court having jurisdiction over the matters addressed herein.

NOTICE

55. The Respondent has the right to a prompt hearing for the purpose of contesting and obtaining rescission of this EMERGENCY CEASE AND DESIST ORDER. If a prompt hearing is timely requested by the Respondent, the hearing shall be conducted in accordance with the Uniform Administrative Procedures Act, TENN. CODE ANN. §§ 4-5-101, *et seq.*, and pursuant to the Official Compilation Rules & Regulations of the State of Tennessee, Rules of Procedure for Contested Cases, Chapter 0180-6.

56. The sole issue to be considered at the prompt hearing is whether extraordinary circumstances required immediate action in this matter. This EMERGENCY CEASE AND DESIST ORDER does not constitute a final adjudication upon the merits, but merely constitutes a temporary, emergency order until such time that a contested case may be promptly instituted by the filing of a Notice of Charges and Opportunity for Hearing.

57. In order to request a prompt hearing, the Respondent must file a written request with the Commissioner within twenty (20) days from receipt of this EMERGENCY CEASE AND DESIST ORDER. Any written request for a hearing must be filed with the Commissioner, Tennessee Department of Financial Institutions, 414 Union Street, Suite 1000, Nashville, Tennessee 37219. If no such written request is timely filed with the Commissioner, this EMERGENCY CEASE AND DESIST ORDER shall be deemed a Final Order without further legal process.

58. The Respondent may file a Petition for Appeal with the Commissioner within fifteen (15) days of entry of this EMERGENCY CEASE AND DESIST ORDER pursuant to TENN. CODE ANN. § 4-5-315(b).

59. The Respondent may submit to the Commissioner a petition for stay of effectiveness of this EMERGENCY CEASE AND DESIST ORDER or the Final Order within seven (7) days of entry pursuant to TENN. CODE ANN. § 4-5-316.

60. The Respondent may file a Petition for Reconsideration with the Commissioner, stating the specific grounds upon which the relief is requested, within fifteen (15) days of entry of this EMERGENCY CEASE AND DESIST ORDER or the Final Order pursuant to TENN. CODE ANN. § 4-5-317.

61. The Respondent may seek judicial review of this EMERGENCY CEASE AND DESIST ORDER by filing a Petition for Judicial Review in the chancery court of Davidson County, Tennessee, within sixty (60) days of the date this Order becomes a Final Order. A Petition for Reconsideration does not act to extend the sixty (60) day period; however, if the Petition is granted, then the sixty (60) day period is tolled and a new sixty (60) day period commences from the effective date of the Final Order disposing of the Petition.

ENTERED AND EFFECTIVE this 12TH day of June 2009.

On behalf of the Department:



Greg Gonzales, Commissioner
Tennessee Department of Financial Institutions